

EXHIBIT H

SMART Local No. 24 (Cincinnati)
Sheet Metal Contractors Association of Greater Cincinnati
Local Joint Adjustment Board

VIA Certified Mail, First Class Mail, and Email

January 23, 2024

Reid Geller
Geller Company
6561 Glenway Avenue
Cincinnati, Ohio 45211

Jeff Mueller
SMART Local No. 24
1440 Kemper Meadow Drive
Cincinnati, Ohio 45240

Local No. 24 Grievance Against Geiler Company:

Reid and Jeff,

The Local Joint Adjustment Board (LJAB) met on January 19, 2024 to clarify its October 6, 2021 decision concerning Local No. 24's grievance against the Geiler Company, as required by Magistrate Judge Debra McVicker Lynch's October 31, 2022 Order. *Court Docket # 25, Order on Plaintiff's Motion to Vacate Arbitration Award*. Specifically, Magistrate Lynch's Order remanded the case to the LJAB to "clarify which provision of Article II, Section 1 Geiler violated." *Order at p. 5*.

Once again, the LJAB determined that all procedural requirements had been met, that the grievance was timely, and was properly before the Board for consideration. Based upon the previous record, the Parties' previous testimony, and the Court's October 31, 2022 Order, the LJAB rendered the following decision:

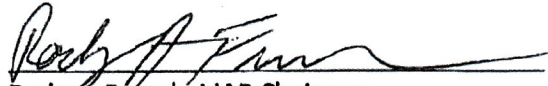
The Board finds that Geiler Company violated the subcontracting clause in Article II, Section 1 of the Collective Bargaining Agreement. The subcontracting clause at issue states, specifically:

No Employer shall subcontract or assign any of the work described herein which is to be performed at a jobsite to any Contractor, Subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to Union Security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

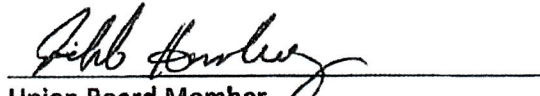
See Article II, Section 1.


The Board further finds that the union security clause found in Article V, Section 1, and the passing reference to the clause found within Article II, Section 1 are not applicable to the work at issue, and irrelevant to the Board's determination. *See Art. V, Sec. 3.* The issue before the Board explicitly concerned "subcontracting or assignment of work," as noted on Local 24's Grievance. The issue was Geller's subcontracting of sheet metal work to an entity (Metal Airways) that was not signatory to the Agreement, and union security was not a basis for the decision and award.

Therefore, this is the Board's clarification as requested by the Court.


Rodney French, LJAB Chairman


Robert Pope, Board Secretary


Union Board Member


Employer's Association Board Member

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PROOF OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served upon all parties on January 23, 2024 by certified mail, first class U.S. mail, and email.
